

WARRANTY

Products shall mean and include (a) Equipment consisting of portable drilling rigs manufactured by the George E. Failing Company, a Division of the AZCON Corporation, hereinafter referred to as SELLER, and (b) repair and maintenance parts therefor.

"SELLER warrants Products manufactured by it to be free from defects in material and workmanship for a period of 90 days after the Products are first put into service, or such other period of time as may be specified by the SELLER in respect to the application in which the Products are used. This Warranty is limited to the replacement or repair at the SELLER'S factory, or at a point designated by the SELLER, of such part as shall appear to the SELLER, upon inspection at such point, to have been defective in material and workmanship.

"The Warranty does not obligate the SELLER to bear the cost of labor, down-time, or transportation charges in connection with the replacement or repair of defective parts, nor shall it apply to Products upon which repairs or alterations have been made, unless such was authorized by or on behalf of the SELLER.

"SELLER makes no Warranty in respect to trade accessories, such being subject to Warranties of their respective Manufacturers.

"No Warranty other than that set forth above is made by SELLER, and all other Warranties, implied or statutory (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE) are hereby disclaimed.

"SELLER shall in no event be liable for consequential damages or contingent liabilities.

"The foregoing Warranty cannot be changed except by written authorization signed by an officer of George E. Failing Company, a Division of the AZCON Corporation, and no attempt to repair or promise to repair or improve SELLER'S Products by any other representative of the Company shall change or extend said Warranty in any manner whatsoever."

